



STEVE COOLEY  
LOS ANGELES COUNTY DISTRICT ATTORNEY

18000 CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER  
210 WEST TEMPLE STREET LOS ANGELES, CA 90012-3210 (213) 974-3501

June 19, 2012

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

56 June 19, 2012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**AUTHORIZE THE DISTRICT ATTORNEY TO COMPLETE THE APPLICATION PROCESS FOR  
GRANT FUNDS FROM THE CALIFORNIA EMERGENCY MANAGEMENT AGENCY (Cal EMA)  
FOR THE VICTIM WITNESS ASSISTANCE PROGRAM (VWAP) FOR FISCAL YEAR (FY) 2012-13**

**(ALL DISTRICTS) (3-VOTES)**

**SUBJECT**

This Board Letter requests authority for the District Attorney's Office to complete the grant application process for continued grant funding for the VWAP in FY 2012-13. Applicants are required to submit the necessary assurances and documentation with their grant application. Therefore, we are requesting the Chairman to sign the required Certification of Assurance of Compliance Form as required by the grantor. Hiring authority to fill two new positions is also requested.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the District Attorney (DA), on behalf of the County of Los Angeles, to complete the grant application process with Cal EMA for grant funds for the period of July 1, 2012 to June 30, 2013, in the amount of \$3,449,352 with additional VOCA federal funding in the amount of \$175,000 and \$225,000; for a grand total of \$3,849,352 and to request approval to extend the current Agreement (copy attached) with the City of Los Angeles (City) to participate in the VWAP. The DA receives \$2,887,014 and the City receives \$962,338 as a subgrantee. There is no required match for this grant.
2. Request the Chair of the Board to sign and affix a wet signature to the attached Certification of Assurance of Compliance form required to complete the grant application.

3. Authorize the District Attorney, pursuant to County Code Section 6.06.020, to hire two Victim Services Representative IIs as "N" items for the VWAP grant.

4. Delegate authority to the DA or his designee, upon award of grant funding by Cal EMA, to accept and execute the Grant Award Agreement and serve as Project Director for the program. This also includes authorization to approve any subsequent amendments, modifications, and/or extensions to the Cal EMA grant documents that do not increase the Net County Cost of the program.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to continue VWAP's commitment to assist victims of crime by alleviating trauma and the devastating effects of crime on the lives of victims and their families.

On April 23, 2012, Cal EMA released a Request for Application (RFA) for the VWAP in FY 2012-13. The DA's VWAP is the major service provider for crime victims and witnesses in Los Angeles County and meets the eligibility requirements to apply for continuation funding. A funding chart included in the RFA designated \$3,849,352 to Los Angeles County. In order to complete the application process, applicants are required to complete a Certification of Assurance of Compliance form which includes details regarding Equal Employment Opportunity Program (EEO), Drug Free Workplace Compliance, California Environmental Quality Act Lobbying, Debarment and Suspension requirements, and Proof of Authority from City Council/Government Board.

Board authorization to complete the grant application process and to accept FY 2012-13 grant funds is requested in order to comply with County and Cal EMA requirements.

### **Implementation of Strategic Plan Goals**

Approval of the recommended actions is consistent with the Los Angeles County Strategic Plan Goal No. 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services, and Strategic Plan Goal No. 3, Integrated Services Delivery, to maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

### **FISCAL IMPACT/FINANCING**

The DA's application requests grant funding in the amount of \$3,849,352, for the period of July 1, 2012 to June 30, 2013. Of this amount, the DA will receive \$2,887,014 and the City will receive \$962,338, or 25% of the grant award. The estimated project cost for the VWAP Program is \$3,849,352. There is no Net County Cost. Funding is included in the DA's budget for FY 2012-13.

In light of the State budget situation, if funding for this program were to be terminated, an evaluation would be conducted to determine whether the program would either be continued with costs absorbed by the department, or discontinued with the reallocation of staff to vacant budgeted positions. Payments by the County to the City, as a subgrantee, are contingent on the availability of

State funding. If the County does not receive the full amount from the State, the City has acknowledged that its portion of the grant will be reduced in an amount solely to be determined by the County.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Pursuant to Penal Code §13835.2, VWAP has been the major provider of comprehensive services to victims of crime since 1977. VWAP was established to implement a decentralized, prosecution-based victim assistance program to provide mandatory and optional victim services throughout Los Angeles County.

VWAP is structured to meet the needs of victims and witnesses as they enter the criminal justice system, to help stabilize them emotionally and financially, so that trauma can be minimized. As mandated by statute, Victim Services Representatives (VSR) provide direct services to victims of all types of crimes. They also assist a large number of victims living in poverty who have immediate needs for intensive assistance, including basic subsistence, witness protection and relocation. The growing number of people living in poverty in Los Angeles County, particularly children and elders, contributes to the increased demand for victim services. Additionally, the high number of violent crimes in Los Angeles County creates a crucial need for specialized victim advocacy services including assistance to the families of homicide victims, victims of gang-related crimes, and child victims.

Currently, the DA's VWAP provides victim services at 26 victim service centers, and the City Attorney's Victim Assistance Program operates another 9 victim service centers.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This program does not propose attorney staff augmentation. Therefore, the District Attorney's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Probation, Public Defender, and Sheriff's Departments.

### **CONCLUSION**

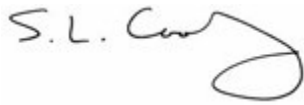
Following Board approval, the Executive Officer-Clerk of the Board is requested to return two copies of the adopted Board letter and two Cal EMA Certification of Assurance of Compliance Forms, with a wet signature, to Ms. Patricia Orozco, Grants Unit, District Attorney's Office, 201 N. Figueroa Street, Suite 1300, Los Angeles, California 90012. Any questions may be directed to Ms. Orozco at (213) 202-7651.

The Honorable Board of Supervisors

6/19/2012

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "S.L. Cooley". The signature is written in a cursive style with a large, looping flourish at the end.

STEVE COOLEY

District Attorney

no

Enclosures

c: Executive Officer, Board of Supervisors  
Chief Executive Officer  
County Counsel

**COUNTY OF LOS ANGELES**  
**STATE OF CALIFORNIA**  
**AGREEMENT FOR THE VICTIM-WITNESS**  
**ASSISTANCE PROGRAM**

**THIS AGREEMENT**, is made and entered into this 1st day of July, 2012, in the City of Los Angeles, California, by and between the **COUNTY** of Los Angeles, a county and political subdivision of the State of California (herein after referred to as the **COUNTY**), and the **CITY OF LOS ANGELES**, a chartered municipality organized under the law of the State of California (hereinafter referred to as the **CITY**), and both of whom collectively are referred to as the **PARTIES**;

**WHEREAS**, the **COUNTY**, pursuant to Penal Code Section 13835, et seq., has designated its Office of the District Attorney through its Victim-Witness Assistance Program as a major provider of comprehensive services to victims and witnesses of all types of crimes; and

**WHEREAS**, the State of California's Emergency Management Agency (hereinafter referred to as Cal EMA) has awarded the **COUNTY** funds in the amount of \$3,849,352 to provide victim-witness services, of which \$2,887,014 will be utilized by the **COUNTY**; the remainder of funds \$962,338 will be allocated to the City Attorney, as a subgrantee, for Fiscal Year 2012-13 beginning July 1, 2012 and ending June 30, 2013; and;

**WHEREAS**, the Cal EMA has established Program guidelines which provide that there will be only one Program provider in each county; and

**WHEREAS**, the **CITY** desires to participate in such a program for the prosecution of misdemeanor cases within its jurisdictional boundaries and to provide program services at the Central Office of the City Attorney, Van Nuys City Hall, San

Pedro City Hall, and at the following Los Angeles Police Stations: 77<sup>th</sup> Street, Newton, West Los Angeles, Northeast, North Hollywood, Hollenbeck, and Wilshire Divisions; and

**WHEREAS**, the **CITY** has the capability of providing such services; and the **COUNTY** desires for the **CITY** to provide such services;

**NOW, THEREFORE**, in consideration of the mutual covenants as herein set forth and the mutual benefits to be derived therefrom, the **PARTIES** agree as follows:

**1. SCOPE OF SERVICES:**

The **CITY** shall provide services that are primary to the maintenance of a comprehensive center responsive to the basic needs of victims and witnesses. As required by Penal Code Section 13835.4, the **CITY** shall carry out all of the following activities in delivering services:

- Services to victims and witnesses of all types of crimes and survivors of homicide victims;
- Translation for non-English speaking victims and witnesses;
- Follow-up contact with clients;
- Field visits whenever necessary to provide services;
- Volunteer participation to encourage community involvement;
- Special services specific to the needs of the hearing impaired;
- Special services specific to the needs of the disabled; and
- Services appropriate to the special needs of elderly victims.

The **CITY** shall provide the following two categories of victim/witness services: mandatory services and optional services:

**A. Mandatory Services:**

- crisis intervention
- emergency assistance

- resource and referral assistance
- direct counseling
- assistance with victim of crime claims
- property return
- orientation to the criminal justice system
- court escort/court support
- presentations and training for criminal justice agencies and victim service organizations
- public presentations and publicity
- case disposition/case status
- notification of friends and relatives
- employer notification
- restitution assistance

**B. Optional Services** (These services are included to allow centers the latitude to develop services responsive to local needs):

- employer intervention
- creditor intervention
- child care assistance
- witness protection
- temporary restraining order assistance
- transportation assistance
- court waiting area
- funeral arrangements
- crime prevention information

**2. TIME AND PERFORMANCE:**

Said services of the CITY are to, and the CITY certifies did, commence on

July 1, 2012 and shall terminate on June 30, 2013. The **COUNTY** and the **CITY** can automatically renew this Agreement in writing for one successive one-year period contingent upon the **COUNTY** receiving sufficient grant funds from the Cal EMA.

**3. COMPENSATION:**

In consideration for the services provided under this Agreement, the **COUNTY** shall allocate to the **CITY**, as a sub-grantee, an amount not to exceed \$962,338 for Fiscal Year (FY) 2012-13.

Payments shall constitute full and complete compensation for the **CITY's** services under this Agreement. The **COUNTY** will pay the **CITY** from the funds the **COUNTY** receives from the Cal EMA. Any such payments shall be contingent upon the availability of the Cal EMA funds and shall not be charged upon any other **COUNTY** funds.

**4. ADMINISTRATION OF AGREEMENT:**

A. The District Attorney of the County of Los Angeles, or his designated representative, is designated as the **COUNTY's** Project Director, who shall have full authority to act for the **COUNTY** in the administration of this Agreement consistent with the provisions contained herein.

B. The City Attorney, or his designated representative, is designated as the **CITY's** Project Director, who shall have full authority to act for the **CITY** in the administration of this Agreement consistent with the provisions contained herein.

C. The **COUNTY's** Victim Witness Assistance Program and the **CITY's** Victim Assistance Program will closely coordinate services and will adhere to all provisions of the Agreement set forth in the grant proposal. Should either of the **PARTIES** become aware of issues of mutual concern or conflicts, the **PARTIES** agree to meet and confer to determine the best possible resolution in the interests of the client population the programs serve.



1 **5. COMPLIANCE WITH LAWS & DIRECTIVES:**

2 All **PARTIES** agree to be bound by all applicable Federal, State and local  
3 laws, ordinances, regulations and directives as they pertain to the performance of this  
4 Agreement. All **PARTIES** agree to comply with the guidelines set forth in the Cal EMA  
5 Recipient Handbook, which can be found at <http://www.calema.ca.gov/PublicSafetyandVictim>  
6 [Services/Pages/Forms,-Handbooks,-Reports.aspx](http://www.calema.ca.gov/PublicSafetyandVictim) and which is incorporated herein to this  
7 Agreement.

8 **6. DISCRIMINATION:**

9 No person shall, on the grounds of race, sex, creed, color or natural origin,  
10 be excluded from participation in, or be refused the benefits of, any activities, programs  
11 or employment supported by this Agreement.

12 **7. ACCOUNTING:**

13 The **CITY** must establish and maintain on a current basis an adequate  
14 accounting system in accordance with the U.S. General Accounting Office Standards for  
15 audit of governmental organizations, programs, activities and functions issued by the  
16 U.S. General Accounting Office.

17 **8. CHANGES IN AGREEMENT AMOUNT:**

18 The **COUNTY** reserves the right to reduce the Agreement amount when  
19 the **COUNTY's** fiscal monitoring indicates that the **CITY's** rate of expenditure will result  
20 in unspent funds at the end of the program year. Changes in this Agreement amount  
21 will be made after consultation with the **CITY**. Such changes shall be effective upon  
22 written notice to the **CITY** and the **COUNTY** Project Director.

23 **9. AUDIT PROVISIONS:**

24 The **CITY** shall comply with the Cal EMA Recipient Handbook, Section  
25 8151 (b), in securing a financial audit. The **CITY** may budget up to 1.5 percent (1.5%)  
26 of the total grant award for the financial audit cost. The **CITY** shall make available to

1 the **COUNTY**, the Controller of the State of California, the Cal EMA and their authorized  
2 representatives for purposes of inspection and audit, any and all of its books, papers,  
3 documents, financial and other records pertaining to the operation of this Agreement.

4 The aforesaid records shall be available for inspection and audit during regular business  
5 hours throughout the term of this Agreement, and for a period of five (5) years after the  
6 expiration of the term of this Agreement.

7 **11. PROGRAM EVALUATION AND INSPECTION:**

8 The **CITY** shall permit the **COUNTY**, and authorized representatives of the  
9 Cal EMA, to inspect and review its facilities and program operations from time to time as  
10 may be requested by the **COUNTY** and the Cal EMA. Said representatives may  
11 monitor the operations of this Agreement to ensure compliance with all applicable laws  
12 and regulations. In the event that any such inspection reveals violation of any provision  
13 of this Agreement and the **CITY** fails to correct any such violation to the satisfaction of  
14 the **COUNTY** within a reasonable time, not to exceed ten (10) days, the **COUNTY** may  
15 unilaterally terminate this Agreement by giving the **CITY** ten (10) days written notice of  
16 such termination.

17 **12. AUDIT EXCEPTIONS BY COUNTY AND STATE AGENCIES:**

18 The **CITY** agrees that in the event the program established hereunder is  
19 subjected to audit exceptions by appropriate **COUNTY**, State or Federal audit agencies,  
20 the **CITY** shall be responsible for complying with such exceptions and paying the  
21 **COUNTY** the full amount of the liability incurred by the **COUNTY** to the Cal EMA from  
22 such audit exceptions.

23 **13. TERMINATION AND TERMINATION COSTS:**

24 This Agreement may be terminated at any time by either party upon giving  
25 thirty (30) days written notice to the other party. The **COUNTY** may immediately  
26 terminate this Agreement upon the termination, suspension, discontinuation or

substantial reduction in the Cal EMA funding for the Agreement activity. In such event, the **CITY** shall be compensated for all services rendered and all necessarily incurred costs performed in accordance with the terms of this Agreement that have not been previously reimbursed, to the date of said termination to the extent the Cal EMA funds are available. All remaining funds not compensated to the **CITY** by termination of this Agreement will revert back to the **COUNTY**. Payment shall be made only upon filing with the **COUNTY**, by the **CITY**, of vouchers evidencing the time expended and said cost incurred. Said vouchers must be filed with the **COUNTY** within thirty (30) days of the date of said termination.

**14. INDEPENDENT STATUS:**

Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agent of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

**15. ASSIGNMENT:**

No performance of this Agreement or any section thereof may be assigned or subcontracted by the **CITY** without the express written consent of the **COUNTY** and any attempt by the **CITY** to assign or subcontract any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement.

**16. HOLD HARMLESS:**

A. Neither the **COUNTY** nor any office or employee thereof shall be responsible for any damages or liability occurring by reason of anything done or omitted to be done by the **CITY**, or in connection with any authority or jurisdiction delegated to the **CITY** under this Agreement. It is understood and agreed that, pursuant to

1 Government Code Section 895.4, the **CITY** shall fully indemnify and hold the **COUNTY**,  
2 its officers and employees, harmless from any liability occurring by reason of anything  
3 done or omitted to be done by the **CITY** or any officer or employee thereof under or in  
4 connection with any authority or jurisdiction delegated to the **CITY** under this  
5 Agreement.

6 B. Neither the **CITY**, nor any officer or employee thereof shall be responsible  
7 for any damage or liability occurring by reason of anything done or omitted to be done  
8 by the **COUNTY** under this Agreement. It is understood and agreed that pursuant to  
9 Government Code Section 895.4, the **COUNTY** shall indemnify and hold the **CITY**, its  
10 officers and employees, harmless from any liability imposed by reason of anything done  
11 or omitted to be done by the **COUNTY**, or any officer or employee thereof, under or in  
12 connection with any authority or jurisdiction delegated to the **COUNTY** under this  
13 Agreement.

14 **17. MONITORING:**

15 The **COUNTY** shall have the authority to cause regular monitoring of this  
16 Agreement to verify that the **CITY** is operating in accordance with the grant award and  
17 the services to be performed thereto.

18 **18. NOTICES:**

19 Notices and other correspondence shall be sent to the **COUNTY** as  
20 follows:

21 **STEVE COOLEY**  
22 District Attorney  
23 County of Los Angeles  
210 West Temple Street, Suite 18-709  
Los Angeles, CA 90012

24 ///

25 ///

26 ///

1 Notices and other correspondence shall be sent to the **CITY** as follows:

2 **CARMEN TRUTANICH**  
3 City Attorney  
4 City of Los Angeles  
5 800 City Hall East  
6 200 North Main Street, 8<sup>th</sup> Floor  
7 Los Angeles, CA 90012

8 **19. WAIVER:**

9 No waiver by the **COUNTY** of any breach of any provision of this  
10 Agreement shall constitute a waiver of any other breach or of such provision. Failure of  
11 the **COUNTY** to enforce at any time, or from time to time, any provision of this  
12 Agreement shall not be construed as a waiver thereof. The rights and remedies set  
13 forth in this sub-paragraph shall not be exclusive and are in addition to any other rights  
14 and remedies provided by law or under this Agreement.

15 **20. ALTERATION OF TERMS:**

16 This writing fully expresses all understandings between the **PARTIES**  
17 concerning the matters covered herein and shall constitute the total Agreement. No  
18 addition to, or alteration of, the terms of this Agreement, whether by written or verbal  
19 understanding of the **PARTIES**, their officers, employees or agents, shall be valid and  
20 effective unless made in the form of a written amendment to this Agreement formally  
21 approved and executed by both **PARTIES**.

22 **21. GOVERNING LAW, JURISDICTION AND VENUE:**

23 This Agreement shall be governed by, and construed in accordance with  
24 the laws of the State of California. The **PARTIES** agree and consent to the exclusive  
25 jurisdiction of the courts of the State of California for all purposes regarding this  
26 Agreement and further agree and consent that venue of any action brought hereunder  
shall be exclusively in the County of Los Angeles.

///

**IN WITNESS WHEREOF**, the **COUNTY** and the **CITY** of Los Angeles enter into this Agreement for the Victim Witness Assistance Program to be signed by its duly authorized officers, as of the date set forth below.

County of Los Angeles

By Steve Cooley, District Attorney

Date: \_\_\_\_\_

APPROVED AS TO FORM BY  
ACTING COUNTY COUNSEL:

**JOHN F. KRATTLI**

City of Los Angeles

By Jennifer A.D. Lehman  
Principal Deputy County Counsel

By Carmen Trutanich, City Attorney

Date: \_\_\_\_\_

**Los Angeles County Chief Executive Office  
Grant Management Statement for Grants Exceeding \$100,000**

**Department:** District Attorney

**Grant Project Title and Description**      **VICTIM WITNESS ASSISTANCE PROGRAM (VWAP)**

The VWAP has been the major provider of comprehensive services to victims of crime since 1977. This program was established to create a decentralized, prosecution-based victim assistance program throughout Los Angeles County to assist victims of all types of crime. The District Attorney's Office maintains a close working relationship with its subgrantee, the Los Angeles City Attorney, and has maintained long-term professional relationships with law enforcement and prosecutors. VWAP sets goals each year and provides services to approximately 19,000 victims, annually.

**Funding Agency**  
State California Emergency  
Management Agency  
(Cal EMA)

**Program (Fed. Grant # /State Bill or  
Code #)**  
Penal Code Section 13835 et seq.

**Grant Acceptance Deadline**  
**N/A**

**Total Amount of Grant Funding:** \$3,849,352

**County Match:** N/A

**Grant Period:**

**Begin Date:** July 1, 2012

**End Date:** June 30, 2013

**Number of Personnel Hired Under This Grant:**

**Full Time:** 39

**Part Time** 1

**Obligations Imposed on the County When the Grant Expires**

Will all personnel hired for this program be informed this is a grant-funded program?    Yes ☒ No ☐

Will all personnel hired for this program be placed on temporary ("N") items?                Yes ☒ No ☐

Is the County obligated to continue this program after the grant expires?                    Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a) Absorb the program cost without reducing other services                                    Yes ☐ No ☒

b) Identify other revenue sources    Yes ☐ No ☒

(Describe) \_\_\_\_\_

c) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.    Yes ☒ No ☐

**Impact of additional personnel on existing space:**  
None.

**Department Head Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**CERTIFICATION OF ASSURANCE OF COMPLIANCE**  
**Victims of Crime Act (VOCA) Fund**

I, STEVE COOLEY hereby certify that  
(official authorized to sign grant award; same person as Section 14 on Grant Award Face Sheet)

RECIPIENT: COUNTY OF LOS ANGELES

IMPLEMENTING AGENCY: DISTRICT ATTORNEY

PROJECT TITLE: VICTIM WITNESS ASSISTANCE PROGRAM

is responsible for reviewing the *Grant Recipient Handbook* and adhering to all of the Grant Award Agreement requirements (state and/or federal) as directed by Cal EMA including, but not limited to, the following areas:

**I. Federal Grant Funds**

Recipients expending \$500,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Circular A-133 and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Recipient Handbook for more detail.

- ☒ The above named recipient receives \$500,000 or more in federal grant funds annually.
- ☐ The above named recipient does not receive \$500,000 or more in federal grant funds annually.

**II. Equal Employment Opportunity – (Recipient Handbook Section 2151)**

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal EMA-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: JULIE DIXON SILVA

Title: CHIEF, EMPLOYEE RELATIONS DIVISION

Address: 201 N. FIGUEROA STREET, SUITE 1455, LOS ANGELES, CA 90012

Phone: (213) 202-7705

Email: jdsilva@da.lacounty.gov



**III. Drug-Free Workplace Act of 1990 – (Recipient Handbook, Section 2152)**

The State of California requires that every person or organization awarded a grant or contract shall certify it will provide a drug-free workplace.

**IV. California Environmental Quality Act (CEQA) – (Recipient Handbook, Section 2153)**

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal EMA funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

**V. Lobbying – (Recipient Handbook Section 2154)**

Cal EMA grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

**VI. Debarment and Suspension – (Recipient Handbook Section 2155)**

*(This applies to federally funded grants only.)*

Cal EMA-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

**VII. Proof of Authority from City Council/Governing Board**

The above-named organization (applicant) accepts responsibility for and will comply with the requirement to obtain written authorization from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal EMA, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and Cal EMA disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal EMA shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

**VIII. Special Condition for Grant Awards with Victims of Crime Act (VOCA) Fund**

The grant recipient agrees to administer the grant in accordance with the VOCA, the VOCA Program Guidelines, and the Office of Justice Programs Financial Guide.

All appropriate documentation must be maintained on file by the project and available for Cal EMA or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Recipient may be ineligible for award of any future grants if the Cal EMA determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

### CERTIFICATION

I, the official named below, am the same individual authorized to sign the Grant Award Agreement [Section 14 on Grant Award Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Authorized Official's Signature: S.L. Cooley

Authorized Official's Typed Name: STEVE COOLEY

Authorized Official's Title: DISTRICT ATTORNEY

Date Executed: 5/24/12

Federal Employer ID #: 95-6000927 Federal DUNS # 781310990

Current Central Contractor Registration Expiration Date: 01/23/2013

Executed in the City/County of: LOS ANGELES

### AUTHORIZED BY: (not applicable to State agencies)

- ☐ City Financial Officer  
☐ City Manager  
☒ Governing Board Chair

- ☐ County Financial Officer  
☐ County Manager

Signature: Zev Yaroslavsky

Typed Name: ZEV YAROSLAVSKY

Title: CHAIRMAN, BOARD OF SUPERVISORS

